IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1020 OF 2006

Dow AgroScience LLC, USA & anr. Plaintiffs

versus

Laxmi Agro Chemicals Defendant

Mr.Gabrial i/by M.H.Humronwala for plaintiffs.

Mr.Avesh Keyser with K.S.Pachoo for defendant.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 2nd May 2006

PC :

1. Consent terms signed by the plaintiffs and their advocate as well as defendants and their advocate, are taken on record and marked "X" for identification. The plaintiffs have filed this suit against the defendant for infringement of their copy right in their original mark/work provided in Exhibit-H and for permanent injunction. By these consent terms the defendant has agreed to settle the suit by undertaking that he will not claim either by himself or through anybody any right in the artistic work shown in

Exhibit-I of the plaint nor use it. He has also undertaken in clause-3 to destroy the stocks or dispose them of otherwise within a period of two months from the date of these consent terms. He has also undertaken to return the material in clause-4 and further for breaches of the undertaking he has agreed and undertaken to pay a sum of Rs.75 lakh without prejudice to the plaintiffs rights to initiate appropriate proceedings.

2. Thus, the defendant has admitted the claim of the plaintiff in the suit. Order in terms of the consent terms. Undertakings of the defendant are accepted. Suit disposed of accordingly. Refund of court fee as per rules. All parties to act an ordinary copy of this order duly authenticated by Registry. Interim order, if any, to stand vacated.

(S.C.DHARMADHIKARI, J.)